Contract for Skilled Labor—Evidence of Custom—Damages.—Baltimore Base-ball Club and Exhibition Co. v. *Pickett*, 28 Atl. Rep. 279 (Maryland). Where a professional base-ball player has engaged to play for the season under a special contract and during the season is discharged for want of ability and skill, he has an action for damages provided he can prove that he possessed the skill of the ordinary professional base-ball player. Evidence of a custom to discharge incompetent players on ten days notice is inadmissible if no such provision is made in the contract, as the player has no reciprocal right to abandon the club at will.

Dower—Foreign Divorce by Husband.—Doerr v. *Forsythe*, 35 N.E. Rep. 1055 (Ohio). A wife on separation from her husband signed an agreement to release all right of dower, for a certain consideration, found to be unreasonable. The husband afterwards moved to another State and obtained a divorce, publication having been duly made, as required by the statutes of that State, but the wife had no actual notice, until after his decease. He remarried and with his second wife, conveyed certain real estate, which subsequently passed into the defendant's hands. As the first wife had no opportunity to defend, the decree merely restored husband to status of an unmarried man, but the court, having no jurisdiction of the wife's person, could not affect such rights as she had acquired in her husband's property, and therefore her administratrix was entitled to dower from time of filing petition to day of her decease.

Evidence—Proof of Handwriting.—Hickory v. *U.S.*, 14 Sup. Ct. Rep. 334. On a criminal trial a paper was put in evidence and testified to as being in the handwriting of the prisoner. The prisoner, being called in his own behalf, denied that the paper was written by him. His counsel offered a paper, which the prisoner testified he had written at the table in court that day to compare with the paper offered in evidence against him. Held, that the paper written in court, having been specially prepared for the purpose of comparison, was rightly excluded.

Evidence—Weight and Conclusiveness.—Farley v. *Hill*, 14 Sup. Ct. Rep. 187. Plaintiff claimed a joint interest in a purchase of Railway bonds to a large amount under an alleged parol contract. Held, that the evidence of two witnesses in support of the contract was not sufficient as against the positive denial of one witness, coupled with the fact that in a transaction of such magnitude, there were no letters or memoranda produced relating to it. The non-existence of the contract being established on this ground, it

was not necessary to decide whether such contract was within the statute of frauds.

Husband and Wife—Liability of Husband for Necessaries.—Inhabitants of Town of Sturbridge v. *Franklin*, 35 N.E. Rep. 669. The liability of a husband, where a town brings action to recover from him amount paid for aid, furnished to his wife as a pauper, depends upon the same facts as his liability for necessaries furnished by an individual for the support of his wife while she is living apart from him, with his consent, or for a justifiable cause.

Insurance Agency—Right of Termination.—Stier v. *Imperial Life Ins. Co.*, 58 Fed. Rep. 843 (Mo.). Action was brought by an insurance agent for breach of contract against defendant by whom he was employed to solicit renewal policies on commission. It was held, in the absence of any agreement of employment for a definite period of time, that the contract right of the plaintiff to the commissions did not make his agency an agency coupled with an interest, and might be determined by defendant at will.

Landlord and Tenant—Growing Crop—Sale for Taxes—Title of Purchaser.—Hazlett et al. v. *McCutcheon et al.*, 27 Atl. 1086 (Penn.). A landlord, at a sale under a distress warrant against his tenant for arrears of rent, purchased the tenant's growing crop of wheat, and took possession of the leased premises. It had been the duty of the tenant to pay the taxes on the estate, but he had not done so, and the crop of wheat was accordingly sold, without the knowledge of the landlord, to pay the delinquent taxes, and the purchaser, when the grain was ripe, cut and harvested it. Landlord brought suit against the subsequent purchaser, but the court held that title was in the subsequent purchaser, though the lease required the tenant to pay the taxes.

Liability of Bailee — Special Deposits — Negligence.—Gray et al. v. *Merriam*, 35 N. E. Rep. 810 (Ill.). Plaintiffs in error were gratuitous bailees of United States bonds, which were stolen by their cashier, who had access to them to cut off interest coupons as they fell due. They knew he was speculating in grain. Held, that they were guilty of gross negligence and liable to the bailor.

License Laws—Nuisance—Action for Damages.—Haggart et al. v. *Steplin et al.*, 35 N. E. Rep. 997 (Ind.). An action of damages was brought against the keeper of a saloon, and his lessor, situated in a quiet part of the city the residents of which objected to its establishment on moral grounds and because it diminished the value